



BID NO.: 9173-0/13

OPENING: 2:00 P.M.  
WEDNESDAY  
OCTOBER 14, 2009

MIAMI-DADE COUNTY, FLORIDA

INVITATION  
TO BID

TITLE:

**CISCO EQUIPMENT, MAINTENANCE, AND SERVICES  
PRE-QUALIFICATION POOL**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND: ..... N/A  
CATALOGUE AND LISTS: ..... N/A  
CERTIFICATE OF COMPETENCY: ..... N/A  
EQUIPMENT LIST: ..... Section 3, Attachment "A"  
EXPEDITED PROCUREMENT PROGRAM (EPP) N/A  
INDEMNIFICATION/INSURANCE: ..... Section 2.4  
PRE-BID CONFERENCE/WALK-THRU: ..... N/A  
SMALL BUSINESS ENTERPRISE MEASURE: ..... Section 2.2  
SAMPLES/INFORMATION SHEETS: ..... N/A  
SECTION 3 – MDHA: ..... N/A  
SITE VISIT/AFFIDAVIT: ..... N/A  
USER ACCESS PROGRAM: ..... Section 2.13  
WRITTEN WARRANTY: ..... Section 2.11

**FOR INFORMATION CONTACT:**

Erick Martinez, Procurement Contracting Agent, at (305) 375-1075,  
or via e-mail at: [emtnez@miamidade.gov](mailto:emtnez@miamidade.gov)

**IMPORTANT NOTICE TO BIDDERS:**

MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
TECHNICAL SERVICES DIVISION

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 22  
OF SECTION 4.0, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL  
PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4.0, BID SUBMITTAL WILL RENDER YOUR BID NON-  
RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA  
INVITATION TO BID

Bid Number: 9173-0/13

Title: Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

Procurement Agent: Erick Martinez

Bids will be accepted until 2:00PM on Wednesday, October 14, 2009

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

**NOTICE TO ALL BIDDERS:** FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT PRE-QUALIFICATION REQUIREMENTS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION.**

## SECTION 1 – GENERAL TERMS AND CONDITIONS

### Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

#### 1.1. DEFINITIONS

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.

**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management.

**Enrolled Vendor** – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

**The Vendor Registration Package** – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at [www.miamidade.gov/dpm](http://www.miamidade.gov/dpm)

#### 1.2. INSTRUCTIONS TO BIDDERS

##### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

##### B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at [www.miamidade.gov](http://www.miamidade.gov) or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**  
(Sec. 2-8.1 of the County Code)
2. **Miami-Dade County Employment Disclosure Affidavit**  
(County Ordinance No. 90-133, amending Section 2-8.1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**  
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**  
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**  
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**  
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**  
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**  
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**  
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**  
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**  
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**  
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**  
Resolution (R-738-92)
14. **W-9 and 8109 Forms**  
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**  
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
  - Identification of individual account records
  - To make payments to individual/vendor for goods and services provided to Miami-Dade County
  - Tax reporting purposes
  - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**  
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**  
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**  
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

## SECTION 1 – GENERAL TERMS AND CONDITIONS

### Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

- Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbccc@miamidade.gov](mailto:clerkbccc@miamidade.gov).
- The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
- It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

- It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
- In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
- This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
- It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

- Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
- Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

- It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
- The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

- The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

## SECTION 1 – GENERAL TERMS AND CONDITIONS

### Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

#### 1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

#### 1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

#### 1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

#### 1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

#### 1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to

quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

#### 1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

#### 1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

#### 1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

## SECTION 1 – GENERAL TERMS AND CONDITIONS

### Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

## SECTION 1 – GENERAL TERMS AND CONDITIONS

### Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;

3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Works' inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

**SECTION 2**  
**SPECIAL CONDITIONS**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

**2.1 PURPOSE: TO PREQUALIFY BIDDERS**

The purpose of this solicitation is to pre-qualify bidders for future pricing competition for the Miami-Dade Public Library System (MDPLS). This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria set forth in this solicitation. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the provision of purchasing Cisco turn-key systems, hardware, parts, components, accessories, maintenance, repair services, and technical support services.

Award of this contract will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation. As a result of this solicitation, the County will have a flexible means of obtaining these products quickly, efficiently, and cost effectively through the pool of pre-qualified bidders. These bidders shall then be deemed to be pre-qualified to participate in subsequent Request for Quotation (RFQ) purchases as required by the County on either an as-needed or on a periodic basis.

The pre-qualification groups shall be as follows:

Group 1	Cisco Hardware & Parts
Group 2	Cisco Software
Group 3	Cisco Maintenance, Technical Support, and Repair Services
Group 4	Cisco Professional Services
Group 5	Cisco Turnkey Systems

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/sbd](http://www.miamidade.gov/sbd).

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 TERM OF CONTRACT: FORTY-EIGHT (48) MONTHS**

This contract will commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award letter, which is distributed by the County's Department of Procurement Management, Technical Services Division; and contingent upon the completion and submittal of all required bid documents.



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**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

This contract shall remain in effect for forty-eight (48) months provided that the services rendered during the contract period are satisfactory and that County funding is available as appropriated on an annual basis and upon completion of the expressed and/or implied warranty period.

**2.4 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT (GROUPS 4 & 5)**

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- B. General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

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**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

<b>CERTIFICATE HOLDER MUST READ:</b>	<b>MIAMI-DADE COUNTY 111 NW 1<sup>st</sup> STREET SUITE 1300 MIAMI, FL 33128</b>
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**Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.**

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.23 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendars days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.23 of this solicitation.

**2.5     METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET SOLICITATIONS**

Award of this contract will be made to all responsive, responsible bidders who meet the minimum qualifications set forth in this solicitation. Bidders may qualify for one or more groups by complying with the qualification requirements set forth below. The pre-qualification criteria for each group are as follows:

**2.5.1     GROUP 1 – CISCO HARDWARE & PARTS**

This group allows County departments to obtain all hardware, parts, components, and accessories pertaining to Cisco Systems.

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**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

**PRE-QUALIFICATION CRITERIA:**

- Bidders shall be Original Equipment Manufacturers (OEM's), authorized resellers, or authorized distributors of Cisco hardware & parts. Bidders need to provide supporting documentation.
- It is desired that bidders have at least three years experience in providing Cisco products to Government Agencies (other than Miami-Dade County Departments) or customers of similar size and complexity.
- Bidders must provide a minimum of three existing customer references (other than Miami-Dade County Departments) where vendor is providing similar scope of services.

**2.5.2 GROUP 2 – CISCO SOFTWARE**

This group allows County departments to obtain all software and related maintenance pertaining to Cisco Systems.

**PRE-QUALIFICATION CRITERIA:**

- Bidders shall be Original Equipment Manufacturers (OEM's), authorized resellers, or authorized distributors of Cisco software. Bidders need to provide supporting documentation.
- It is desired that bidders have at least three years experience in providing Cisco maintenance services to Government Agencies (other than Miami-Dade County Departments) or customers of similar size and complexity.
- Bidders must provide a minimum of three existing customer references (other than Miami-Dade County Departments) where vendor is providing similar scope of services.

**2.5.3 GROUP 3 – CISCO MAINTENANCE, TECHNICAL SUPPORT, AND REPAIR SERVICES**

This group provides the County with maintenance, technical support, and repair services for County Cisco Systems. Maintenance & support is required beyond the initial manufacturer warranty to help ensure that critical network issues are resolved with minimal interruption to County operations. Repair services will be required on an as needed basis. Vendors shall update MDPLS' Cisco SmartNet account when new equipment or software is purchased from the resultant contract. Should other agencies access the resultant contract, vendors shall update the agency's respective Cisco SmartNet account.

**PRE-QUALIFICATION CRITERIA:**

- Bidders shall be Original Equipment Manufacturers (OEM's), authorized resellers, or authorized distributors of Cisco maintenance & support. Bidders need to provide supporting documentation.
- It is desired that bidders have at least three years experience in providing Cisco maintenance services to Government Agencies (other than Miami-Dade County Departments) or customers of similar size and complexity.
- Bidders must provide a minimum of three existing customer references (other than Miami Dade Departments) where vendor is providing similar scope of services.

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**2.5.4 GROUP 4 – CISCO PROFESSIONAL SERVICES**

This group allows County departments to obtain qualified personnel with experience in Cisco Systems to provide consulting services to augment technical staff.

**PRE-QUALIFICATION CRITERIA:**

- Bidders shall be Original Equipment Manufacturers (OEM's), authorized resellers, or authorized distributors of Cisco services. Bidders need to provide supporting documentation.
- It is desired that bidders have at least three years experience in providing Cisco services to Government Agencies (other than Miami-Dade County Departments) or customers of similar size and complexity.
- Bidders must provide a minimum of three existing customer references (other than Miami-Dade County Departments) where vendor is providing similar scope of services.

**2.5.5 GROUP 5 - CISCO TURNKEY SYSTEMS**

County departments will be able to procure entire turnkey Cisco Systems from bidders prequalified in this group. The Cisco equipment and services that may be requested from this group will be based on the information and requirements contained in Request for Quote issued by the County. Future spot market purchases should include all costs associated with implementation, maintenance, and support. The solutions obtained under this group shall also include installation and disposal of any replaced components (if applicable).

**PRE-QUALIFICATION CRITERIA:**

- Bidders shall be Original Equipment Manufacturers (OEM's), authorized resellers, or authorized distributors of Cisco products. Bidders need to provide supporting documentation.
- Bidders shall have at least three years experience in providing Cisco products to Government Agencies or customers of similar size and complexity.
- Bidders must provide a minimum of three existing customer references (other than Miami-Dade County Departments) where vendor is providing similar scope of services.

**2.6 PRICES SHALL BE FIXED AND FIRM FOR THE TERM OF CONTRACT**

If the bidder is awarded a contract under this bid solicitation, the prices proposed by the bidder shall remain fixed and firm during the term of contract and any renewals or extensions exercised by the County.

**2.7 METHOD OF PAYMENT: PERIODIC PAYMENTS FOR SERVICES RENDERED**

The County shall provide periodic payments for services rendered by the bidder. In order for the County to provide payment, the bidder shall submit a fully documented invoice that provides the basic information set forth below. The invoice shall be submitted to the County department within thirty (30) calendar days after the service has been rendered. It shall be understood that such invoices shall not be submitted for payment until such time as the service has been completed and a County representative has reviewed and approved the service.

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All invoices shall contain the following basic information:

- I. Bidder Information:
  - The name of the business organization as specified on the contract between Miami-Dade County and bidder
  - Date of invoice
  - Invoice number
  - Bidder's Federal Identification Number on file with Miami-Dade County
- II. County Information:
  - Miami-Dade County Release Purchase Order or Small Purchase Order Number
- III. Pricing Information:
  - Unit price of the goods, services or property provided
  - Extended total price of the goods, services or property
  - Applicable discounts
- IV. Goods or Services Provided per Contract:
  - Description
  - Quantity
- V. Delivery Information:
  - Delivery terms set forth within the Miami-Dade County Release Purchase Order
  - Location and date of delivery of goods, services or property
- VI. Failure to Comply:
  - Failure to submit invoices in the prescribed manner will delay payment.

**2.8 SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination (with freight costs included in price) and shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative at their respective offices. The County reserves the right to substitute the delivery location at any time. All deliveries shall be "inside deliveries".

**2.9 DELIVERY REQUIREMENTS**

All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these

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cases, the bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the bidder(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent bidder with any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Bidders shall require presentation of this written authorization. The bidder shall maintain a copy of the authorization. If the bidder is in doubt about any aspect of material pick-up, bidder shall contact the appropriate user department to confirm the authorization.

**2.10 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

The County may not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder is required to deliver all items to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established. In the event that the bidder fails to deliver the products within the time specified, the County reserves the right to cancel the order, seek the items from another bidder, and charge the incumbent bidder for any re-procurement costs. If the bidder fails to honor these re-procurement costs, the County may terminate the contract for default.

**2.11 WARRANTY**

**Group 1: Cisco Hardware & Parts, Group 5: Cisco Turnkey Systems**

At a minimum, bidders shall warrant new parts or components against faulty labor and/or defective materials for a period of at least one (1) year after the date of acceptance of the parts or devices by the County. If the OEM provides warranties that last beyond one year, then the County is entitled to receive such warranty. This warranty requirement shall remain in force for the full period identified above; regardless of whether the bidder is under contract with the County at the time of defect. Any payment by the County on behalf of the goods or services received from the bidders does not constitute of waiver of these warranty provisions.

If parts or components covered under warranty become defective and must be repaired and/or replaced by the bidder, the bidder hereby understands and agrees to complete the repairs or re-supply the required parts or devices, at no cost to the County. If the bidder is a reseller of OEM products, any interaction with the OEM related to products under warranty is the responsibility of the bidder.

The County shall have the option of returning orders by notifying bidders in writing within thirty (30) day after delivery. When this option is exercised restocking charges shall not exceed 10% of purchase price. Bidders can waive this requirement only by indicating on their spot market response that items are "Special Ordered" and cannot be returned. The waiver cannot be standard on bid responses and must be placed in a conspicuous place on the response document.

**Group 3: Cisco Maintenance, Technical Support, and Repair Services**

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In addition to any other warranty, it is hereby agreed and understood that all repairs, remanufactured and/or refurbished parts supplied by the bidder shall be warranted for a period of at least ninety (90) calendar days after the parts or devices have been received and accepted by the County, against both faulty labor and/or defective materials.

**CORRECTING DEFECTS COVERED UNDER WARRANTY (ALL GROUPS)**

The bidder shall be responsible for promptly correcting any deficiency, at no cost to the County, within ten (10) days after the County notifies the bidder of such deficiency in writing. If the bidder fails to honor the warranty and/or fails to correct or replace the defective work or items within the period specified, the County may, at its discretion, notify the bidder, in writing, that the bidder may be debarred as a County bidder and/or subject to contractual default if the corrections or replacements are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the bidder fails to satisfy the warranty within the period specified in the notice, the County may (a) place the bidder in default of its contract, and/or (b) procure the products or services from another bidder and charge the bidder for any additional costs that are incurred by the County for this work or items; either through a credit memorandum or through invoicing.

The bidder shall be responsible for all shipping costs associated with the return of defective parts or devices, whether new, remanufactured, or refurbished.

**2.12 CONTACT PERSONS**

For any additional information or questions regarding the terms and conditions of this solicitation and resultant contract, please contact: Erick Martinez, Procurement Contracting Agent via email at [emtnetz@miamidade.gov](mailto:emtnetz@miamidade.gov) with a copy to the Clerk of the Board at [clerkBCC@miamidade.gov](mailto:clerkBCC@miamidade.gov). Administrative Order 3-27, Cone of Silence, prohibits oral communication regarding a bid during the period the Cone is in effect.

**2.13 COUNTY USER ACCESS PROGRAM (UAP)**

**User Access Fee**

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The bidder providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Bidder participation in this invoice reduction portion of the UAP is mandatory.

**Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a

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UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

**2.14 DAMAGED GOODS WHEN SHIPPING IS PROVIDED BY BIDDER**

The bidder shall be responsible for filing, processing and collecting all damage claims against the shipper.

**2.15 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY ITEMS DURING DELIVERY**

The successful bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this bid solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.16 ACCEPTANCE OF PRODUCT BY THE COUNTY**

The products and or services to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a bidder-provided product or service is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at bidder expense, to the bidder. At the County's own option, the bidder shall either provide a direct replacement for the item, or provide a full credit for the returned item. The bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

**2.17 HOURLY RATE**

The hourly rate quoted shall be deemed to provide full compensation to the bidder for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

**2.18 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE BIDDER**

Unless otherwise provided in Section 3 (entitled "Technical Specifications"), of this solicitation the



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bidder shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**2.19 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS**

The bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the bidder in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the County by the bidder are found to be defective or do not conform to specifications: (1) the materials may be returned to the bidder at the bidder's expense and the contract cancelled or (2) the County may require the bidder to replace the materials at the bidder's expense.

**2.20 TRADE-IN ALLOWANCES**

It is hereby understood that the County may wish to trade in existing equipment in exchange for the new equipment specified in spot market solicitations. For this reason, a trade-in allowance may be quoted by the bidder in order to be considered for award.

Should a trade-in allowance be requested by the County, the following information will be provided to the bidders:

- Manufacturer Name
- Model Number
- Serial Number
- Quantity

The equipment may be inspected by contacting the requesting user department for an appointment. The trade-in equipment shall be removed from the County premises at no cost to the County.

**2.21 NOTIFICATION TO BEGIN WORK SHALL BE GIVEN THROUGH A WORK ORDER**

The bidder shall neither commence any work, nor enter a County work premise, until a Work Order directing the bidder to proceed with various items of work has been received from any authorized County representative; provided however, that such notification shall be superseded by any emergency work that may be required in accordance with provisions included elsewhere in this solicitation and resultant contract.

**2.22 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS**

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the successful bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

**2.23 ENVIRONMENTAL STANDARDS**

**SECTION 2**  
**SPECIAL CONDITIONS**

**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

In response to energy costs, environmental concerns, and government directives, there is an increased need for sustainable and "green" business IT operations. Applicable products bid in response to this solicitation and offered under the resulting contract are to comply with specifications detailed in the Request for Quotation (RFQ). Equipment solicited under this contract through the competitive RFQ process may require Energy Star 4.0, Cisco EnergyWise, or other recognized programs for energy efficiency as required.

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**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

**3.1 OBJECTIVE**

The objective of this solicitation is to pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth in Section 2.5 and Section 3 of this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by the Library department in order to obtain price quotations for the provision of purchasing Cisco IT Hardware Equipment, Software, Maintenance, Support, Services, and related parts and accessories.

Award of this contract will be made to all responsive, responsible vendors who meet the minimum qualifications set forth in this solicitation. As a result of this solicitation, the Library will have a flexible means of obtaining these products quickly, efficiently, and cost effectively through the pool of pre-qualified vendors. These vendors shall then be deemed to be pre-qualified to participate in subsequent Request for Quote (RFQ) purchases as required by the Library on either an as-needed or on a periodic basis.

It shall be the sole prerogative of the Library as to the number of vendors who will be initially included under this contract. During the term of this contract, the Library reserves the right to add or delete vendors as it deems necessary in its best interests. If the Library elects to add vendors, they must meet the same minimum qualifications established for the original competition.

**3.2 BACKGROUND**

The awarded contract will provide the County with the ability to procure Cisco brand hardware, software, maintenance, technical support, repair services, including cabling, parts and accessories. It enables network administrators to segregate the Library's various networks while allowing them to communicate with each other. Additionally, it allows Library computers to access the internet while protecting the network against external unauthorized access.

**3.3 CISCO SMARTNET MAINTENANCE**

Vendors shall update MDPLS' Cisco SmartNet account when new equipment or software is purchased from the resultant contract. Should other agencies access the resultant contract, vendors shall update the agency's respective Cisco SmartNet account.

**3.4 GROUPS**

Potential vendors may pre-qualify for any of the following groups:

**Group 1 – Cisco Hardware & Parts**

Vendors in this group shall be Cisco certified partners. These vendors may provide Cisco hardware which includes but is not limited to: switches, routers, firewalls, parts, access points, wireless network cards, cables, accessories, and antennas.

**Group 2 – Cisco Software**

The Library currently utilizes Cisco software such as: AAA, ASA with SSM-20 and Cisco Works. Vendors in this group shall be Cisco certified partners and may provide current software, and

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

upgrades to existing software, including any future requirements the Library may have for Cisco software.

**Group 3 – Cisco Maintenance, Technical Support, and Repair Services**

The County owns a considerable amount of Cisco equipment and software. Vendors in this group shall be Cisco certified partners and be qualified to provide Cisco SMARTnet maintenance for the existing and future Cisco equipment and software.

Service levels for maintenance for current items must match existing levels: IPS Svc, AR NBD (SU1), SMARTnet 8x5xNBD (SNT), SMARTnet Premium 24x7x4 (SNTP), and Software Application Support (SAS). Please refer to **Attachment “A”** for a list of current Cisco hardware and software and maintenance levels. Future purchases may include maintenance equal to or greater than current levels and as specified in the Request for Quote.

**Group 4 – Cisco Professional Services**

Occasionally, the County may require professional services related to its Cisco equipment. Vendors who qualify for this group shall at a minimum be Cisco Gold Certified Partners. These firms will provide Cisco certified engineers or consultants, who can provide the Library with network design services, network analysis for problem determination and resolution, and provide security solutions. In addition, the Library may request for installation of equipment on a time and materials basis, as needed.

**Group 5 – Cisco Turnkey Systems**

County departments will be able to procure Cisco Turnkey Systems from bidders pre-qualified in this group to augment technical staff. The equipment included in this group should be turnkey products based on the information and requirements contained in the Request for Quote and should include all costs associated with implementation, maintenance, and technical support. The solutions obtained through this group should also include installation and disposal of any replaced components (if applicable).

This group includes but is not limited to the following:

- Planning
- Engineering
- Consulting
- Implementation Services

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**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

**ATTACHMENT A**

**SECTION 3**  
**TECHNICAL SPECIFICATIONS**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	Begin Date
2467732	SMARTnet Premium 24x7x4(SNTP)	2569993	WS-C6509	TBA05240893	Cat 6509 Chassis, 9slot, 15RU, 2 AC Supply, Fan Tray WS-SUP/720-3B	30-Sep-10
2467732	SMARTnet Premium 24x7x4(SNTP)	2569993	CISCO7204VXR	74055365	Cisco 7204VXR, (NPE-G2) 4-slot chassis, 2 AC Supply w/IP Software PB/ID 23687293	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
2467775	Software Application Support(SAS)	2569993	CWVMS-2.2-WINR-K9		^VMS 2.2 WIN 20 Device Restricted	22-Jun-08
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
2467799	SMARTnet 8x5xNBD(SNT)	2327571	CISCO2621XM	FTX1042A0EP	Mid Perf Dual 10/100 Ethernet Router w/Cisco IOS IP.32F/128D	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2327571	AIR-AP1231G-A-K9	FTX1106R004	802.11g IOS AP w/Avail CBus Slot, FCC Cnfg	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2327571	AIR-AP1231G-A-K9	FTX1106R005	802.11g IOS AP w/Avail CBus Slot, FCC Cnfg	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2327571	CISCO2621XM	FTX1107A0PD	Mid Perf Dual 10/100 Ethernet Router w/Cisco IOS IP.32F/128D	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2327571	CISCO3825-AC-IP	FTX1126A1T0	3825 w/AC+POE,2GE,1SFP, 2NME, 4HWIC, IP Base, 64F/256D	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2327571	MAX-28/38-FLASH-BN		64 to 256 MB CF Factory Upgrade and 256MB USB Flash Token for 2800/3800	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C2950G-48-EI	FKH0639Z09R	Catalyst 2950, 48 10/100 with 2 GBIC slots, Enhanced Image	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	CISCO2621XM	JMX0642L5WN	Mid Perf Dual 10/100 Ethernet Router w/Cisco IOS IP.32F/128D	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C2950-12	FKH0706X1LC	12 port, 10/100 Catalyst Switch, Standard Image only	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C3550-24-SMI	CHK0704V29R	^24-10/100 + 2 GBIC ports: SMI	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C3550-24-SMI	CHK0704V29V	^24-10/100 + 2 GBIC ports: SMI	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C2950G-24-EI	FKH0711Z0WS	Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced Image	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C2950G-24-EI	FKH0711Y17K	Catalyst 2950, 24 10/100 with 2GBIC slots, Enhanced Image	30-Sep-10
2467799	SMARTnet 8x5xNBD(SNT)	2570110	WS-C2950G-12-EI	FKH0711W00E	Catalyst 2950, 12 10/100 with 2 GBIC slots, Enhanced Image	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
3690514	IPS Svc, AR NBD(SU1)	3133562	ASA-SSM-AIP-20-K9=	JAF11012252	ASA 5500 AIP Security Services Module-20	30-Sep-10
3690514	IPS Svc, AR NBD(SU1)	3133562	SF-ASA-AIP-5.1-K9		ASA 5500 Series AIP Software 5.1 for Security Service Module	30-Sep-10
3690514	IPS Svc, AR NBD(SU1)	3133562	ASA-SSM-AIP-20-K9=	JAF11012306	ASA 5500 AIP Security Services Module-20	30-Sep-10
3690514	IPS Svc, AR NBD(SU1)	3133562	SF-ASA-AIP-5.1-K9		ASA 5500 Series AIP Software 5.1 for Security Service Module	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
3806301	SMARTnet Premium 24x7x4(SNTP)	3133562	AIR-AP1010-A-K9	WCN092200N8	1000 Series 802.11a/b/g AP w/ Int Antennas, FCC config	30-Sep-10
3806301	SMARTnet Premium 24x7x4(SNTP)	3133562	AIR-AP1010-A-K9	WCN092200PG	1000 Series 802.11a/b/g AP w/ Int Antennas, FCC config	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
3806302	SMARTnet Premium 24x7x4(SNTP)	3133562	ASA5520-BUN-K9	JMX1101K18F	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	30-Sep-10
3806302	SMARTnet Premium 24x7x4(SNTP)	3133562	ASA5520-BUN-K9	JMX1101K1HB	ASA 5520 Appliance with SW, HA, 4GE+1FE, 3DES/AES	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
3806303	SMARTnet 8x5xNBD(SNT)	2327571	WS-C2950G-48-EI	FKH0639Z09X	Catalyst 2950, 48 10/100 with 2 GBIC slots, Enhanced Image	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	WS-C2950SX-24	FKH0713Y0PK	24 10/100 ports w/2 1000BASE-SX ports, Standard Image only	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	WS-C2950SX-24	FKH0716Z1B9	24 10/100 ports w/2 1000BASE-SX ports, Standard Image only	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	WS-C3560G-48TS-S	FOC1102Z3K0	Catalyst 3560 48 10/100/1000T + 4 SFP + IPB Image	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	WS-C3560G-48TS-S	FOC1102Z3AR	Catalyst 3560 48 10/100/1000T + 4 SFP + IPB Image	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	AIR-WLC4136-K9	FLS091300L4	^4100 Series WLAN Controller for up to 36 1000 Series APs	30-Sep-10
3806303	SMARTnet 8x5xNBD(SNT)	2327571	AIR-WLC4136-K9	FLS09140021	^4100 Series WLAN Controller for up to 36 1000 Series APs	30-Sep-10
Contract Number	Service Level	Site Id	Product Number	Serial Number	Description	
ADD	SNT 8x5xNBD + SAU 3825 Voice Bundle		C3825-VSEC-SRST/K9	FTX1207A31X	3825 VSEC BUNDLE W/PVDM2-64,FL-SRST-168,ADV IPS	30-Sep-10
ADD	SMARTnet 8x5xNBD(SNT)	2327571	WS-C3560-24PS-E	FDO1146Y2HQ	CATALYST 3560 24 10/100 POE + 2 SFP ENHANCED	30-Sep-10
ADD	SMARTnet 8x5xNBD(SNT)	2327571	WS-C3560-24PS-E	FDO1145Z6V4	CATALYST 3560 24 10/100 POE + 2 SFP ENHANCED	30-Sep-10
ADD	SMARTnet 8x5xNBD(SNT)	2327571	AIR-AP1131AG-A-K9	FTX1207T14M	802.11 A/B/G IOS AP w/Avail CBus Slot, FCC Cnfg	30-Sep-10
ADD	SMARTnet 8x5xNBD(SNT)	2327571	AIR-AP1242AG-A-K9	FTX1207B262	802.11 A/B/G IOS AP w/Avail CBus Slot, FCC Cnfg	30-Sep-10
ADD	SMARTnet 8x5xNBD(SNT)	2327571	NME-16ES-1G -P=	FOC12083F2F	ETHERSWITCH SERVICE MOD 16 10/100T POE + 1 G E,IP	30-Sep-10
ADD	SMARTnet Premium 24x7x4(SNTP)	2569993	WS-SVC-WISM-1-K9	TBA05240893	6500 Series Wireless Services Module (WiSM)	30-Sep-10



**Submit Bid To:**  
**CLERK OF THE BOARD**  
**Stephen P. Clark Center**  
**111 NW 1<sup>st</sup> Street,**  
**17<sup>TH</sup> Floor, Suite 202**  
**Miami. Florida 33128-1983**

**OPENING: 2:00 P.M.**  
**WEDNESDAY**  
**OCTOBER 14, 2009**  
**BID NO.: 9173-0/13**

**INVITATION TO BID**  
**SECTION 4.0**  
**BID SUBMITTAL FORM**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

<b>Issued by:</b> <b>Erick</b> <b>Martinez</b>	<b>DPM/</b> <b>Technical Services</b> <b>Division</b>	<b>Date Issued:</b> <b>September 23, 2009</b>	<b>This Bid Submittal Consists</b> <b>of Pages <u>16</u> through <u>23</u></b>
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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Technical Services Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: <b>920-37, 205-40, 205-39</b>	
Procurement Agent:	Erick Martinez

**Firm Name:** \_\_\_\_\_  
**FEIN#:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 22 OF SECTION 4.0, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 23 OF SECTION 4.0, BID SUBMITTAL, WILL RENDER YOUR BID NON-RESPONSIVE**

## SECTION 4

## Cisco Equipment, Maintenance, and Services Pre-Qualification Pool

**4.1 CONTACT INFORMATION (REQUIRED BY ALL BIDDERS REQUESTING TO BE PRE-QUALIFIED)**

Provide contact information for Primary (Required) and Secondary (Optional) staff within your Company who will be responsible for providing a response to Requests for Quotations (RFQ) issued by Miami-Dade County. These services shall typically be required Monday through Friday within the business hours of 8:00 AM and 5 P.M.

**PRIMARY CONTACT (REQUIRED)**

Name:

Title and/or Job Function:

Business Address:

Local or Toll Free Telephone Number:

Local or Toll Free Fax Number:

Mobile Telephone Number:

Pager Number (Optional):

E-mail Address:

**SECONDARY CONTACT (OPTIONAL)**

Name:

Title and/or Job Function:

Business Address:

Local or Toll Free Telephone Number:

Local or Toll Free Fax Number:

Mobile Telephone Number:

Pager Number (Optional):

E-mail Address:

**4.2 CUSTOMER REFERENCES**

INSTRUCTIONS: *If additional reference space is needed, please make copies of the following page as required. These references must represent commercial or government accounts that your firm currently services. You must provide at least three references. (Sales per year are the revenues generated by these accounts to your firm.)*



**SECTION 4**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

<b>Reference #1</b>	Company Name: _____ Address: _____ _____ Contact Name: _____ Telephone: _____ Years dealing with your firm: _____ Estimated sales per year: _____
<b>Reference #2</b>	Company Name: _____ Address: _____ _____ Contact Name: _____ Telephone: _____ Years dealing with your firm: _____ Estimated sales per year: _____
<b>Reference #3</b>	Company Name: _____ Address: _____ _____ Contact Name: _____ Telephone: _____ Years dealing with your firm: _____ Estimated sales per year: _____

**4.3 Vendor Registration**

As of June 1, 2008, Miami-Dade County changed its Vendor Registration process. Potential bidders who are not currently registered or registered prior to June 1, 2008 are **required** to submit an application in response to this solicitation. Registration is a standard compliance item which must be in place prior to any award recommendation being extended by the County. Potential bidders may follow the link provided below to download the Vendor Registration Application.

Vendor Registration Application link:

[http://www.miamidade.gov/dpm/library/vendor\\_application.pdf](http://www.miamidade.gov/dpm/library/vendor_application.pdf)

**4.4 PREQUALIFICATION QUESTIONNAIRE**

**INSTRUCTIONS:** Please check √ YES or NO to answer the questions in order to qualify for Group 1, Group 2, Group 3, and/or Group 4.

4.4.1 GROUP 1 – CISCO HARDWARE & PARTS		YES	NO
1.	Is your company an Original Equipment Manufacturers (OEM), authorized reseller, or authorized distributor of Cisco hardware and parts? ( <i>Bidder is to supply supporting documentation</i> )		

**SECTION 4**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

<b>2.</b>	Does your company have at least three years experience in providing Cisco hardware and parts to Government Agencies or customers of similar size and complexity? ( <i>Bidder is to supply supporting documentation</i> )		
<b>3.</b>	Did you provide three existing customer references (other than Miami-Dade County Departments)?		
<b>4.</b>	Did you include the Vendor Registration Application in your submittal? Or, are you currently a registered Miami-Dade County vendor? (If your registration is current, you do not need to submit an application. It is highly recommended that you contact our Vendor Assistance Section at 305-375-5773 to verify your registration. If you registered prior to June 2008, you are required to re-register.)		

*Note: Answering "NO" to any of the questions above shall render your bid unresponsive.*

<b>4.4.2 GROUP 2 – CISCO SOFTWARE</b>		<b>YES</b>	<b>NO</b>
<b>1.</b>	Is your company an Original Equipment Manufacturer (OEM), authorized reseller, or authorized distributor of Cisco software? ( <i>Bidder is to supply supporting documentation</i> )		
<b>2.</b>	Does your company have at least three years experience in providing Cisco software to Government Agencies or customers of similar size and complexity? ( <i>Bidder is to supply supporting documentation</i> )		
<b>3.</b>	Did you provide three existing customer references (other than Miami-Dade County Departments)?		
<b>4.</b>	Did you include the Vendor Registration Application in your submittal? Or, are you currently a registered Miami-Dade County vendor? (If your registration is current, you do not need to submit an application. It is highly recommended that you contact our Vendor Assistance Section at 305-375-5773 to verify your registration. If you registered prior to June 2008, you are required to re-register.)		

*Note: Answering "NO" to any of the questions above shall render your bid unresponsive.*

<b>4.4.3 GROUP 3 – CISCO MAINTENANCE, TECHNICAL SUPPORT, AND REPAIR SERVICES</b>		<b>YES</b>	<b>NO</b>
<b>1.</b>	Is your company qualified to sell Cisco maintenance as described in this solicitation? ( <i>Bidder is to supply supporting documentation</i> )		
<b>2.</b>	Does your company have at least three years experience in providing Cisco maintenance to Government Agencies or customers of similar size and complexity? ( <i>Bidder is to supply supporting documentation</i> )		
<b>3.</b>	Did you provide three existing customer references (other than Miami-Dade County Departments)?		
<b>4.</b>	Did you include the Vendor Registration Application in your submittal? Or, are you currently a registered Miami-Dade County vendor? (If your registration is current, you do not need to submit an application. It is highly recommended that you contact our Vendor Assistance Section at 305-375-5773 to verify your registration. If you registered prior to June 2008, you are required to re-register.)		

*Note: Answering "NO" to any of the questions above shall render your bid unresponsive.*

**SECTION 4**  
**Cisco Equipment, Maintenance, and Services Pre-Qualification Pool**

<b>4.4.4 GROUP 4 – CISCO PROFESSIONAL SERVICES</b>		<b>YES</b>	<b>NO</b>
<b>1.</b>	Is your company qualified to provide Cisco services as described in this solicitation? <i>(Bidder is to supply supporting documentation)</i>		
<b>2.</b>	Does your company have at least three years experience in selling Cisco services to Government Agencies or customers of similar size and complexity? <i>(Bidder is to supply supporting documentation)</i>		
<b>3.</b>	Did you provide three existing customer references (other than Miami-Dade County Departments)?		
<b>4.</b>	Did you include the Vendor Registration Application in your submittal? Or, are you currently a registered Miami-Dade County vendor? (If your registration is current, you do not need to submit an application. It is highly recommended that you contact our Vendor Assistance Section at 305-375-5773 to verify your registration. If you registered prior to June 2008, you are required to re-register.)		

*Note: Answering "NO" to any of the questions above shall render your bid unresponsive.*

<b>4.4.5 GROUP 5 – CISCO TURNKEY SYSTEMS</b>		<b>YES</b>	<b>NO</b>
<b>1.</b>	Is your company qualified to provide the Cisco Turnkey Systems as described in this solicitation? <i>(Bidder is to supply supporting documentation)</i>		
<b>2.</b>	Does your company have at least three years experience in providing Cisco Turnkey Systems to Government Agencies or customers of similar size and complexity? <i>(Bidder is to supply supporting documentation)</i>		
<b>3.</b>	Did you provide three existing customer references (other than Miami-Dade County Departments)?		
<b>4.</b>	Did you include the Vendor Registration Application in your submittal? Or, are you currently a registered Miami-Dade County vendor? (If your registration is current, you do not need to submit an application. It is highly recommended that you contact our Vendor Assistance Section at 305-375-5773 to verify your registration. If you registered prior to June 2008, you are required to re-register.)		

*Note: Answering "NO" to any of the questions above shall render your bid unresponsive.*

## ACKNOWLEDGEMENT OF ADDENDA

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**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

**PART II:**☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**FIRM NAME:** \_\_\_\_\_**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_**TITLE OF OFFICER:** \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days net \_\_\_\_\_ days

**FEIN NO. :** \_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_(Bidder Federal Employer Identification Number as used on Return Form 941)  
If none, Bidder Social Security No.

**BID SUBMITTAL FORM**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

- ☐ **Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.**

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

- A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_  
and

- B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the

County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_/\_\_/\_\_-\_\_/\_/\_/\_/\_/\_/\_/\_/

Prompt Payment Terms: \_\_\_\_% \_\_\_\_ days net \_\_\_\_ days

***\*“By signing this document the bidder agrees to all Terms (Please see paragraph 1.2 H of General Terms and Conditions) and Conditions of this Solicitation and the resulting Contract”***

Signature: \_\_\_\_\_

***(Signature of authorized agent)***

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**FAILURE TO SIGN THIS PAGE SHALL RENDER YOUR BID NON-RESPONSIVE**



**AFFIDAVITS  
FORMAL BID**



**Affirmation of Vendor Affidavits**

In accordance with Ordinance 07-143 amending Section 2-8.1 of the Code of Miami-Dade County, effective June 1, 2008, vendors are required to complete a new Vendor Registration Package, including a Uniform Affidavit Packet (Vendor Affidavits Form), before being awarded a new contract. The undersigned affirms that the Vendor Affidavits Form submitted with the Vendor Registration Package is current, complete and accurate for each affidavit listed below.

**Contract No. :** \_\_\_\_\_ **Federal Employer Identification Number (FEIN):** \_\_\_\_\_

**Contract Title:** \_\_\_\_\_

**Affidavits and Legislation/ Governing Body**

1. <b>Miami-Dade County Ownership Disclosure</b> <i>Sec. 2-8.1 of the County Code</i>	6. <b>Miami-Dade County Vendor Obligation to County</b> <i>Section 2-8.1 of the County Code</i>
2. <b>Miami-Dade County Employment Disclosure</b> <i>County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code</i>	7. <b>Miami-Dade County Code of Business Ethics</b> <i>Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code</i>
3. <b>Miami-Dade County Employment Drug-free Workplace Certification</b> <i>Section 2-8.1.2(b) f the County Code</i>	8. <b>Miami-Dade County Family Leave</b> <i>Article V of Chapter 11 of the County Code</i>
4. <b>Miami-Dade County Disability Non-Discrimination</b> <i>Article 1, Section 2-8.1.5 Resolution R182-00 amending R-385-95</i>	9. <b>Miami-Dade County Living Wage</b> <i>Section 2-8.9 of the County Code</i>
5. <b>Miami-Dade County Debarment Disclosure</b> <i>Section 10.38 of the County Code</i>	10. <b>Miami-Dade County Domestic Leave and Reporting</b> <i>Article 8, Section 11A-60 11A-67 of the County Code</i>

_____	_____	_____
Printed Name of Affiant	Printed Title of Affiant	Signature of Affiant
_____	_____	_____
Name of Firm		Date
_____	_____	_____
Address of Firm	State	Zip Code

**Notary Public Information**

Notary Public – State of \_\_\_\_\_ County of \_\_\_\_\_

**Subscribed and sworn to** (or affirmed) before me this \_\_\_\_\_ day of, \_\_\_\_\_ 20 \_\_\_\_\_.

by \_\_\_\_\_ He or she is personally known to me ☐ or has produced <sup>Revised 5/27/08</sup> identification ☐



[illegible]

Signature

Revised 5/27/08

## SUBCONTRACTOR/SUPPLIER LISTING (Ordinance 97-104)

**Firm Name of Prime Contractor/Respondent:** \_\_\_\_\_

**Bid No.:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**This forms, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.**

**This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.**

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

**Prime Contractor/Respondent's Signature**  
**Date**

---

**Print Name**

## Print Title

(Duplicate if additional space is needed)

**FORM 100**

**MIAMI-DADE COUNTY  
CERTIFICATION OF RECYCLED  
ENVIRONMENTALLY ACCEPTABLE PACKAGING  
PRODUCT CONTENT  
RESOLUTION (R-738-92)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
<b>DEFINITIONS</b>						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

<b>NAME</b>		
<b>ADDRESS</b>		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>SIGNATURE</b>	<b>TITLE</b>	